

BUSINESS ASSOCIATE AGREEMENT

The Business Associate shall comply with, and shall cooperate and assist Scott County in its compliance with, all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any and all future regulations, requirements, and writings promulgated thereunder, including, but not limited to, the following:

1. The Business Associate shall not disclose or use protected health information (as hereinafter defined) in a manner inconsistent with (i) HIPAA and any regulations promulgated thereto, or (ii) the purposes stated hereunder (statement of permitted and required uses and disclosures). The business Associate shall not make any use or disclosure of protected health information that Scott County cannot legally make pursuant to state and federal law and regulation.
2. The Business Associate shall maintain safeguards as necessary to ensure that all protected health information is used or disclosed only as authorized under HIPAA and this Agreement (add particulars). The Business Associate agrees to assess potential risks and vulnerabilities to the individual health data in its possession and develop, implement, and maintain appropriate security measures. These measures must be documented and kept current and must include, at a minimum, those requirements outlined in HIPAA [based on the proposed security standard].
3. This Agreement is intended to create a chain-of-trust partner agreement with respect to electronically exchanged data whereby all parties to this Agreement agree to protect the integrity and confidentiality of all protected health information exchanged. The sender and receiver depend upon each other to maintain the integrity and confidentiality of the transmitted information [based on the proposed security standard].
4. The Business Associate shall immediately report to Scott County any unauthorized use or disclosure of any protected health information of which it becomes aware.
5. The Business Associate shall ensure that the terms of this Agreement are incorporated into all contracts or subcontracts where any protected health information is transferred by the Business Associate, and the Business Associate shall ensure that all subcontractors and agents are bound by the terms hereunder. [No such contract or subcontract shall be entered into without the consent of Scott County.]
6. The Business associate shall provide access to protected health information to the subject of that information for (i) inspection and/or copying or (ii) amendment as required by HIPAA regulations.
7. The Business Associate shall incorporate any amendments or corrections to protected health information, as required by HIPAA regulations, when notified by Scott County that such protected health information is inaccurate or incomplete.

8. The Business Associate shall provide and accounting of disclosures of protected health information to the subject of that information as required by HIPAA regulations.
9. The Business Associate shall make available to the secretary of the U.S. Department of Health and Human Services and/or the secretary's authorized representatives, this Agreement and all books, documents, and records related to the use and disclosure of protected health information received from Scott County. It is understood that such access shall be sought only by individuals or agencies duly authorized by the secretary and that such access shall be sought only in accordance with the criteria delineated under HIPAA and any regulations thereto.
10. In the event the Business Associate violates any provision of HIPAA, any regulations promulgated thereto as provided hereunder, or any of the provisions of this section, this Agreement may be terminated.
11. Upon termination of this Agreement for any reason, the Business Associate shall either (i) return to Scott County any and all protected health information received hereunder that the business Associate still maintains in any form, or (ii) destroy any and all protected health information received hereunder that the Business Associate still maintains in any form. Upon termination of this Agreement, the Business Associate shall not maintain, in any form, any protected health information received hereunder. This shall not preclude the Business Associate from maintaining sufficient information solely to permit timely billing and to meet record retention requirements, provided that such information be returned or destroyed as provided herein once those needs have been met, and provided that the protections of HIPAA and this Agreement are extended until such time as such time as such information is returned or destroyed.
12. This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the breach of this section, HIPAA, or other state or federal law or regulation relating to privacy or confidentiality.

B. Protected health information includes any information, whether oral or recorded in any form or medium, that (i) is created or received by one or both of the parties; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

C. If HIPAA or other legal requirements relation to the protection of health information are instituted mandating certain provisions within this Agreement, the parties agree that this Agreement can be amended pursuant to said mandate by Scott County without further consent of the parties.

Executed this _____ day of _____, 2009

Authorized Representative

Rhonda S. Oostenryk, Risk Manager
Scott County
HIPPA Compliance Officer
600 West 4th Street
Davenport, Iowa 52801